HELLOPACKAGE RESIDENT TERMS OF SERVICE

Last Updated: March 2, 2026

These Resident Terms of Service ("**Terms**") are entered into by and between you ("**you**," "**your**," or "**Authorized User**") and Package Solutions, Inc., a Georgia corporation ("**Company**," "**we**," "**us**," or "**our**").

These Terms govern your access to and use of our websites, applications, package room access systems, notifications, return services, and related services (collectively, the "**Service**").

BY CLICKING "I AGREE," CREATING AN ACCOUNT, OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND OUR PRIVACY POLICY.

IF YOU DO NOT AGREE, DO NOT USE THE SERVICE.

IMPORTANT: THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS.

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1. Privacy Policy

Our Privacy Policy (available at https://packagesolutions.com/privacy) is incorporated by reference. By using the Service, you consent to our collection, use, disclosure, and retention of information as described therein.

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2. Eligibility

The Service is available only to individuals:

- At least 18 years of age (or the age of majority in their jurisdiction),
- Residing in the United States or its territories, and
- Registered residents of a property where the property owner or manager ("**Property Manager**") has authorized the Service.

You represent that all information you provide is accurate and complete.

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3. Description of Service; Role of Property Manager; No Bailment

The Service is an automated package management platform intended to facilitate notification, retrieval, and optional return workflows for packages delivered by third-party carriers.

If authorized at your property, packages may be delivered to a controlled-access package room or designated receptacle ("**Package Room**") located on property owned or controlled by the Property Manager.

No Storage; No Bailment

Company is **not** a warehousing, storage, or security provider. No bailment is created by these Terms or by your use of the Service. We do not assume custody as a bailee.

We do not transport or deliver packages and do not control carriers.

We are not responsible for:

- Carrier errors
- Misdeliveries
- Delays
- Theft occurring outside our direct control
- Property Manager policies or actions

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4. Account Registration; Household Members; Authorized Representatives

Each adult resident must register separately to use the Service.

You are responsible for:

- Maintaining accurate name variations used for deliveries
- Ensuring accuracy of household members' information
- All activity under your account
- Anyone you authorize to access the Package Room ("Authorized Representatives")

You are solely responsible for damage or misconduct caused by your Authorized Representatives.

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5. Access Codes; Matching Technology

We use automated workflows to match packages to recipients. We are not responsible for errors caused by:

- Incorrect names
- Incomplete addressing
- Delivery to unregistered adults
- Carrier input errors

Access credentials (PINs, QR codes, etc.) are issued for specific transactions. You are responsible for safeguarding them.

We may suspend or terminate access for security reasons.

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6. Property Manager Policies

Property Managers control:

- Acceptance policies
- Holding periods
- Late pickup procedures
- Return-to-sender policies
- Applicable property-imposed fees

Company is not responsible for Property Manager rules or enforcement decisions.

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7. Fees; Payment Authorization

Your Property Manager may impose registration, subscription, late pickup, or other fees ("**Property Fees**"). Company may also offer optional paid services ("**Company Fees**").

By providing a payment method, you authorize Company and/or its payment processor to:

- Store your payment information
- Charge applicable fees
- Process recurring charges where applicable
- Retry failed payments

All fees are non-refundable unless required by law.

We are not responsible for errors by third-party payment processors.

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8. Communications; SMS Consent

You consent to receive communications related to your account and the Service, including:

- Email notifications
- Push notifications
- Operational alerts

SMS / Text Messages

By providing a mobile number, you consent to receive automated SMS messages related to:

- Delivery notifications
- Access codes
- Pickup reminders
- Service updates

Message and data rates may apply. Opt-out instructions will be provided where applicable.

Operational texts may be required for core Service functionality.

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9. Recordings; Images; Package Label Capture

To operate and improve the Service, Company and/or the Property Manager may:

- Record video in or around the Package Room
- Capture images of packages and package labels
- Log retrieval activity

You consent to such recording for security, fraud prevention, audit, and service improvement purposes, subject to applicable law.

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10. License to Use Application

Subject to compliance with these Terms, Company grants you a limited, non-exclusive, non-transferable, revocable license to use the Application for personal, non-commercial purposes.

You may not:

- Reverse engineer
- Modify
- Decompile
- Circumvent security measures
- Exploit the Service commercially

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11. Intellectual Property

All intellectual property rights in the Service and Application remain with Company or its licensors.

HELLO PACKAGE℠ and related marks are Company property and may not be used without permission.

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12. Conduct in Package Room

You agree not to:

- Enter without valid credentials
- Tamper with equipment
- Allow unauthorized entry (“tailgating”)
- Bring prohibited items
- Ship illegal or hazardous materials
- Leave children unattended

You must report suspicious activity to the Property Manager.

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13. Prohibited Uses

You may not:

- Operate a business through the Service
- Use bots or scraping tools
- Interfere with Service infrastructure
- Upload malicious code
- Violate export laws
- Engage in fraudulent or abusive behavior

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14. Third-Party Services

The Service may integrate with or reference third-party carriers, payment processors, retailers, or app stores.

Company does not control and is not responsible for third-party services.

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15. Disclaimer of Warranties

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE.”

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

We do not guarantee uninterrupted or error-free operation.

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16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

Liability Cap

COMPANY’S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF:

- AMOUNTS YOU PAID TO COMPANY IN THE 12 MONTHS PRECEDING THE CLAIM, OR
- $50 USD

Some jurisdictions do not allow limitations; such limitations apply only to the extent permitted.

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17. Indemnification

You agree to defend, indemnify, and hold harmless Company, the Property Manager, and their affiliates from claims arising out of:

- Your misuse of the Service
- Your violation of these Terms
- Your violation of law
- Conduct of your Authorized Representatives

DISPUTE RESOLUTION AND LEGAL TERMS

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18. Binding Arbitration; Class Action Waiver

Except for small claims matters, all disputes shall be resolved through binding arbitration administered by the American Arbitration Association under its Consumer Rules.

Arbitration shall occur in Fulton County, Georgia, unless otherwise required by law.

Individual Claims Only

You agree disputes will be resolved only on an individual basis.

No class, collective, consolidated, or representative proceedings are permitted.

Jury Trial Waiver

If arbitration does not apply, both parties waive the right to a jury trial.

Opt-Out

You may opt out of arbitration within 30 days of first accepting these Terms by emailing legal@packagesolutions.com.

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19. Governing Law

These Terms are governed by the laws of the State of Georgia, without regard to conflict of law principles.

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20. Force Majeure

Company is not liable for delay or failure caused by events beyond its reasonable control, including:

- Natural disasters
- Pandemics
- Government orders
- Utility failures
- Carrier delays
- Cybersecurity incidents not caused by gross negligence
- Civil unrest
- Labor shortages

Obligations are suspended during such events.

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21. Limitation on Time to File Claims

Any claim must be filed within one (1) year after it accrues, or it is permanently barred.

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22. Assignment

You may not assign these Terms without Company's consent.

Company may assign these Terms without restriction, including in connection with a merger, acquisition, or asset sale.

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23. Severability

If any provision is unenforceable, remaining provisions remain in effect.

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24. Survival

Provisions relating to intellectual property, disclaimers, limitation of liability, indemnification, dispute resolution, and governing law survive termination.

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25. Entire Agreement; No Waiver

These Terms and the Privacy Policy constitute the entire agreement regarding the Service.

Failure to enforce any provision is not a waiver.

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26. Export Compliance

You agree not to use or export the Service in violation of applicable export laws.

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27. Contact Information

Package Solutions, Inc.
P.O. Box 190653
Atlanta, GA 31119
Email: support@packagesolutions.com